



CITY OF BURTON
BURTON CITY COUNCIL MEETING
MAY 5, 2014
AGENDA

Council Chambers

Demo Hearing

5:15 PM

4303 S. CENTER ROAD
BURTON, MI 48519

A. MEETING CALLED TO ORDER AT _____ P.M.

B. ROLL CALL

C. STAFF PRESENT

D. _____ OPENS THE PUBLIC HEARING AT _____ P.M.

E. PRESENTATION

***A. This is the time fixed for hearing and considering any comments to
the Demolition under consideration of 1349 S. Belsay Road, Parcel
#59-13-551-030***

F. AUDIENCE PARTICIPATION

G. COUNCIL DISCUSSION

H. _____ DECLARES THE PUBLIC HEARING CLOSED AT _____ P.M.

I. COUNCIL ACTION

1. Approve and Authorize for Step V of the Burton City Demolition Procedure, determining said premises at 1349 S. Belsay Rd, Parcel #59-13-551-030 to be a public nuisance or hazard and to further require the owner(s) or occupant(s) to:

J. MEETING ADJOURNED AT _____ P.M.



SCHEDULED

PUBLIC HEARING (ID # 1019)

DOC ID: 1019 B

Approve and Authorize for Step V of the Burton City Demolition Procedure, determining said premises at 1349 S. Belsay Rd, Parcel #59-13-551-030 to be a public nuisance or hazard and to further require the owner(s) or occupant(s) to:

Approve and Authorize for Step V of the Burton City Demolition Procedure, determining said premises at 1349 S. Belsay Rd, Parcel #59-13-551-030 to be a public nuisance or hazard and to further require the owner(s) or occupant(s) to:

1. Immediate Demolition, with DPW given authorization to request sealed bids and the Structure to be razed within the thirty (30) days of Burton City Council's acceptance of the low bid and the City Attorney's approval of the contract documents for execution of a contract with the Mayor and Clerk, or
2. *Alter by repair the structure to Burton City Code with a Building Permit within _____ days, or
3. *Abate(tear down) the structure to Burton City Code with a Demolition Permit with _____ days, or
4. Postpone any further action for _____ days, based on the following circumstances:

ATTACHMENTS:

- 1349 (PDF)

Demolition Packet

1349 S. Belsay

May 5, 2014

At

5:15 p.m.

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

REQUEST FOR INVESTIGATION
NUISANCE OR HAZARDOUS CONDITION OF PREMISES

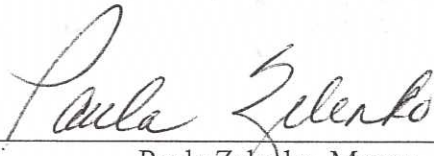
TO: Building Division, Department of Public Works

RE: Premises located at: 1349 Belsay Rd. 59-13-551-030
City of Burton, Genesee County, Michigan, legally
described as:

LOT 857 LAPEER HEIGHTS

Please investigate the above described premises and report to the Burton City Council regarding whether the condition of said premises constitutes a public nuisance or hazardous condition, dangerous to the health, safety, or welfare of the inhabitants of the City of Burton or those residing or habitually going near said premises. If so, set a Public Hearing date for the Burton City Council's action with the property owner's right to address the Burton City Council.

Date: November 20, 2013



Paula Zelenko, Mayor

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

**REPORT TO THE BURTON CITY COUNCIL
OF INVESTIGATION OF POTENTIAL NUISANCE OR HAZARDOUS
CONDITION OF PREMISES**

TO: Burton City Council

FROM: Building Division of the Department of Public Works

RE: Premises located at: 1349 S. Belsay 59-13-551-030
City of Burton, Genesee County, legally described as:

LOT 857 LAPEER HEIGHTS

Taxpayer of Record January 31, 2014 Assessor's Record:

Name: Emerald Real Estate & Development

Address: 3367 Associates Dr.

City/State/Zip: Burton, MI 48529

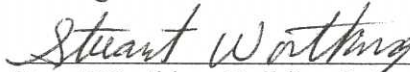
Premises was investigated by the undersigned on the 3rd day of December, 2013, and the following conditions were found:

1. No Access to Interior
2. Roof damaged and peeling back – needs replaced
3. No foundation
4. Wood siding in rotted
5. Soffit and fascia rotted
6. The entire exterior and Interior is falling apart
7. House is beyond repair
8. Shed need to be removed, junk and debris in yard

RECOMMENDATION:

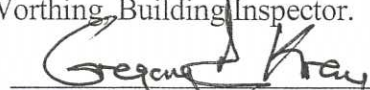
The premises constitute a dangerous or hazardous nuisance requiring correction. The structure cannot be repaired at a cost equal to the value of the premises after repairs and should be razed. I recommend notice requiring abatement to be given to owners.

Date: January 31, 2014


Stuart Worthing, Building Inspector

I, Gregory Kray, as Director of the Department of Public Works of the City of Burton hereby concur with the recommendations of Stuart Worthing, Building Inspector.

Date: January 31, 2014


Gregory A. Kray, P.E., DPW Director

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)



**Commitment for Title Insurance
Schedule A**

File No : 25-14357468-SGP

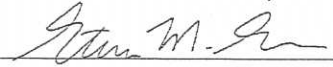
Commonly Known As: 1349 S. Belsay Rd., Burton

1. Effective Date: **February 25, 2014, at 8:00 am**
2. Policy or policies to be issued: AMOUNT
 - (a) OWNERS POLICY \$1,000.00
Proposed Insured:
INFORMATIONAL
 - (b) LOAN POLICY
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Paramount Land Holdings, LLC, a South Carolina limited liability company
4. The land referred to in this commitment is situated in the City of Burton, County of Genesee, State of Michigan, as follows:

Lot 857, Lapeer Heights Subdivision, according to the plat thereof as recorded in Liber 16, Pages 12 and 13 of Plats, Genesee County Records.

COUNTERSIGNED:
GRECO TITLE AGENCY, LLC


Steven M. Greco
AUTHORIZED SIGNATORY

GRECO TITLE AGENCY, LLC
118 Cass Avenue
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:(586) 469-2492

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment valid and binding for a period of 90 days from the date hereof. Thereafter it is void and of no effect.
SCHEDULE A of this commitment—Page 1

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

**Schedule B-I
(REQUIREMENTS)**

File No: 25-14357468-SGP

The following requirements to be complied with:

1. Standard requirements as set forth in jacket.
2. Instruments necessary to create the estate or interest to be insured must be executed by, delivered and duly filed for record.
3. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.

4. PAYMENT OF TAXES: Tax Parcel No.: 59-13-551-030

2012 Taxes are Due.

2013 County Taxes in the amount of \$270.66 are Due, this amount includes Drain No. 0017 in the amount of \$21.97, Drain No. 0042 in the amount of \$1.90 and Invoice in the amount of \$70.59.

2013 City Taxes in the amount of \$629.92 are Due, this amount includes Invoice in the amount of \$68.76 and Garbage in the amount of \$146.36.

Special Assessments: None

- 2013 State Equalized Value: \$11,500.00
- 2013 Taxable Value: \$11,500.00

The amounts shown as due do not include collection fees, penalties or interest.

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

GRECO TITLE AGENCY, LLC

118 Cass Avenue
Mt. Clemens, MI 48043
Ph:(586) 463-7200 Fax:(586) 469-2492

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-II are attached.
SCHEDULE B-I of this commitment--Page 2

**Schedule B-II
(EXCEPTIONS)**

File No.: 25-14357468-SGP

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Easements, claims of easements or encumbrances that are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
8. Subject to the Interest of Billy Botos, grantee in Quit Claim Deed recorded in Instrument No. 201402070006176, Genesee County Records.
9. Building set back line over subject property as recorded in Liber 474, Page 318, Genesee County Records.
10. Easement for Public Utilities over the rear 8 feet as reserved in instrument recorded in Liber 474, Page 318, Genesee County Records.
11. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 474, Page 318 and amended in Liber 739, Page 53, Genesee County Records.

NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

GRECO TITLE AGENCY, LLC
 118 Cass Avenue
 Mt. Clemens, MI 48043
 Ph:(586) 463-7200 Fax:(586) 469-2492

Agent for: CHICAGO TITLE INSURANCE COMPANY

This commitment is invalid unless the insuring Provisions and Schedules A and B-I are attached.
 SCHEDULE B-II of this commitment--Page 3

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)



PRIVACY POLICY NOTICE

Greco Title Agency, LLC and its family of affiliated companies, respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the Greco Title Agency, LLC Privacy Policy.

Greco Title Agency, LLC as an agent for Chicago Title Insurance Company provides title insurance products and other settlement and escrow services to customers. The Greco Title Agency, LLC Privacy Policy applies to all Greco Title Agency, LLC customers, former customers and applicants.

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction, including information about the real property you bought, sold or financed such as address, cost, existing liens, easements, other title information and deeds
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, we may also collect your social security number as well as information from third parties including property appraisals, credit reports, loan applications, land surveys, real estate tax information, escrow account balances, and sometimes bank account numbers or credit card account numbers to facilitate the transaction, and
- information about your transactions and experiences as a customer of ours or our affiliated companies, such as products or services purchased and payments made.

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, our title affiliates record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction as permitted by law.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements.

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at Greco Title Agency, LLC, please write us at:
Greco Title Agency, LLC c/o 31440 Northwestern Highway, Ste. 150, Farmington Hills, Michigan 48334. Attn: Legal Resources.



GEN. CO. REGISTER OF DEEDS
RECEIVED

2008 JUN 27 P 2:05

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 1st day of May, 2008,

by first party, Grantor, BLUE SPRUCE ENTITIES, LLC, a South Dakota limited liability company, whose address is 632 Main Street, Rapid City, South Dakota 57701, to second part, Grantee, PARAMOUNT LAND HOLDINGS, LLC, a South Carolina limited liability company, whose address is 341 Hampton Street, Gilbert, South Carolina 29054.

WITNESSETH: That the said first party, for the sum of ONE DOLLAR (\$1.00) paid by the second party, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the City of BURTON, County of GENESEE, State of MICHIGAN to wit:

LOT 357, LAPEER HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK 16, PAGES 12 AND 13, GENESEE COUNTY RECORDS.

PARCEL ID NUMBER: 69-13-551-030
MORE COMMONLY KNOWN AS: 1349 SOUTH BELSAY ROAD, BURTON, MICHIGAN 48509

Exempt from revenue stamps pursuant to MCLA 207.505(a) and 207.526(a)

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in the presence of:

BLUE SPRUCE ENTITIES, LLC

By: Frank Kahl
FRANK KAHL
SOLE MANAGING MEMBER

STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON)

On the 1st day of May, 2008, before me appeared FRANK KAHL to me personally known, who being by me duly sworn, he is the SOLE MANAGING MEMBER for BLUE SPRUCE ENTITIES, LLC, the company named in and which executed the within instrument personally known to me (or proved to me on the basis of satisfactory evidence) to be the company whose name is subscribed to the within instrument and acknowledged to me that he executed the same in authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed this document.



Carol S. Guy
Notary Public in and for
the State of SOUTH DAKOTA

My Commission Expires: 5-23-2013

PREPARED BY:
George A. Kastanes
Attorney at Law
P.O. Box 284
Gilbert, SC 29058

RETURN RECORDED DEED TO:
Blue Spruce Entities, LLC
P.O. Box 9594
Rapid City, SD 57709-9594

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)



2/7/2014
 Michigan Real Estate Transfer Tax
 DEPT OF TAXATION - GENESEE COUNTY

Stamp# 73458
 Rcpt# 97193

County \$ 0.55
 State \$ 3.75

201402070006176 2/7/2014
 Pages:1 F:\$14.00 3:02 PM
 John J. Gleason T20140005210
 Genesee County Register MAIL

GEN CO REGISTER OF DEEDS
 RECEIVED

2014 FEB -7 P 3:02

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Emerald Real Estate + Development LLC

Whose address is: 3364 ASSOCIATES DR, BURTON, MI 48529

CONVEYS AND QUIT CLAIMS TO:

Whose address is: Billy BOTOS
942 VICTORIA, FLINT, MI 48507

The following described premises situated in the CITY of BURTON
 County of Genesee, and State of Michigan, to-wit:

LOT 857 LARPER HEIGHTS

Reference Information: Permanent Parcel No. 59-13-551-030

Mailing Address: 1349 S. Belsay, BURTON, MI 48509

For the consideration of ONE HUNDRED DOLLARS (\$100.00)

Dated: 2-6-14

Signed in the Presence of:

Signed By:

SAK SMITH
President, Emerald Real Estate
+ Development LLC

STATE OF MI

COUNTY OF Genesee

On February 6, 2014, before me personally appeared Sak Smith, President,

to me known to be the person(s) described in and who executed the foregoing instrument and EMERALD REAL ESTATE + DEVELOPMENT LLC
 acknowledged that they executed the same as their free act and deed.

Notary Public, STEVE BROWN County, GENESEE, MI
 Acting in MI County, GENESEE, MI
 State of MI
 My Commission Expires: October 12, 2017

Drafted By: Sak Smith 3364 Associates Dr., Burton, MI 48529

1402 After recording, return to: Billy BOTOS, 942 VICTORIA, FLINT, MI 48507

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

DEED 474 PAGE 318

This Indenture Made this 8th day of February

in the year of our Lord one thousand nine hundred twenty nine
 BETWEEN Dick W. Richards and Cora J. Richards, his wife of the Town-
ship of Burton, Genesee County, Michigan

parties of the first part,
 and Frank Dreyfus and Ida Dreyfus, his wife
of Flint, Michigan

parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the
 sum of One Dollar and other valuable consideration

to them in hand paid by the said parties of the second part, the receipt whereof is hereby
 confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, alien
 and confirm unto the said parties of the second part, and their heirs and assigns

FOREVER, ALL that certain piece or parcel of Land, situate and being in the
Township of Burton County of Genesee

and state of Michigan

and described as follows, to-wit:

Lot 407 of Lapeer Heights, a sub-division of a part of the S.E.
 quarter of section 14, Town 7 N. Range 7 E., also the South 16
 acres of the N. W. Quarter of the S.W. Quarter of Section 13, Town
7 N. Range 7 E., in the Township of Burton, Genesee County, Michigan.
 The property above described is subject to the following building
 and use restrictions, which shall be binding upon the grantees
 herein, their personal representatives and assigns:

1. Lots 1 to 23 inclusive, 49 to 100 inclusive, 125 to 134 inclusive,
 207 to 217 inclusive, 680 to 690 inclusive, 765 to 775 inclusive,
 shall be used for business purposes only.
2. Lots fronting upon Lapeer Road, except as above specified, may
 be used for either business or residential purposes.
3. All other lots in the subdivision shall be used for dwelling and
 residential purposes only.
4. All dwellings and residences, except those fronting upon Lapeer
 Road, not including front porch and steps, shall be set back at
 least 25 feet from the lot line of any lot or parcel of said premises,
 and shall not be built or project within five feet of the side line
 of any lot or parcel of land used for residential purposes.
5. No building shall be erected on any lot or parcel nearer than
 8 feet to the rear lot line, it being understood that an 8 foot ease-
 ment shall be reserved across the rear end of all lots in the said
 subdivision for the installation of power and telephone lines, and
 other public utilities.
6. All buildings for business purposes, where permitted, shall cost
 not less than \$2500.00 for each lot, and shall be constructed of
 brick, brick veneer, stone, hollow tile or concrete.
7. On Potter Boulevard, single dwellings shall cost not less than
 \$3500.00; two family dwellings, commonly known as and called duplex
 and double houses, shall cost not less than \$7,000.00, and four
 family dwellings shall cost not less than \$12,000.00
8. On all lots East of Belsay Road, single dwellings shall cost not
 less than \$2,000.00; two family dwellings, commonly known as and
 called duplex and double houses, shall cost not less than \$4,000.00,
 and four family dwellings shall cost not less than \$8,000.00.
9. Except as above provided, single dwellings on the balance of the
 plat, shall cost not less than \$3,000.00; two family dwellings,
 commonly known as and called duplex, and double houses, shall cost
 not less than \$6,000.00 and four family dwellings shall not cost
 less than \$10,000.00.

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

10. All buildings shall be erected on foundations of concrete block, stone, brick or some hard material, but may rest on pillars of such material and shall be enclosed from sills to ground.
11. All frame buildings shall be painted one coat within one month, and the second coat within four months from the time of completion of the exterior. The exterior of all buildings to be completed within six months of the time of starting the same.
12. No outside toilets shall be constructed or permitted upon any lot or parcel of said premises, and whenever any building or dwelling is erected on any lot or parcel thereof, a sanitary or septic tank toilet shall be constructed and maintained in connection with said building or dwelling.
13. None of the lots in the said subdivision shall ever be occupied by any person or persons not of the Caucasian race.

Together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold the said premises, as above described, with the appurtenances unto the said parties of the second part, and to their heirs and assigns, FOREVER. And the said Dick W. Richards and Cora J. Richards,

parties of the first part, their heirs, executors and administrators, do covenant, grant, bargain and agree, to and with said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents are well seized of the above granted premises in Fee Simple, that they are free from all incumbrances whatever; except the above building and use restrictions

and that they will, and their heirs, executors and administrators shall Warrant and Defend the same against all lawful claims whatsoever, except the above building and use restrictions

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

[Signature]
J. S. Castro

Dick W. Richards [S.]
Cora J. Richards [S.]

STATE OF MICHIGAN, } ss.
County of Genesee.

On this 8th day of February in the year one thousand nine hundred and twenty-nine, before me,

a Notary Public, in and for said County, personally appeared Dick W. Richards and Cora J. Richards, his wife

to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

[Signature]
Notary Public, Genesee County, Michigan.

My commission expires Sept 12 1932

Warranty Deed

Dick W. Richards and
Cora J. Richards, his wife

TO
Frank Dreyfus and
Ida Dreyfus, his wife

REGISTER'S OFFICE, } ss.
Genesee County.

This instrument was presented and received for record, this 11th day of February A. D. 1929 at 10:28 o'clock A. M., (as a proper Certificate was furnished in compliance with Section 135 of Act 206 of Public Acts of Michigan of 1893, as amended by Act 154 Public Acts of Michigan of 1895, and Recorded in Liber 474 of Deeds, on Page 318 to 320.)

[Signature]
Register of Deeds.

UNION TRUST ABSTRACT CO.
Abstracts, Insurance, Conveyancing
FLINT, - MICHIGAN
1.65 - Call

1950

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

AMENDED PROTECTIVE COVENANTS

LIBER 739 PAGE 53

KNOW ALL MEN BY THESE PRESENTS That these covenants for plat restrictions are hereby amended, improved, adopted and entered into by the undersigned Dick W. Richards and Cora J. Richards, his wife, the owners of the following described lands:

Lots 110, 115 to 124 both inclusive- Lots 135 to 206 both inclusive, Lots 218 to 241 both inclusive, lot 266 to 395 both inclusive, lots 420 to 551 both inclusive, lots 576 to 679 both inclusive, lots 691 to 715 both inclusive, lot 740 to 764 both inclusive, lots 776 to 812 both inclusive, of Lapeer Heights Subdivision, according to the recorded plat thereof, in the Township of Burton, Genesee County, Michigan

All the above described lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Dick W. Richards, James D'Arcy, and R.D. Erwin, or their authorized representative, for conformity and harmony of external design with existing structure in the subdivision; and as to location of the building with respect to property and building setback lines. In the case of the death of any member or member of said committee, the surviving member or members of said committee shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or completion thereof, such approval will not be required. Said committee or their authorized representative shall act with compensation. Said committee shall act and serve until 1950 AD, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

C. No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 ft. to any side street line. No building, except a garage or other outbuilding located 85 feet or more from the front lot line, shall be located nearer than 10 feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than 25 feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 10,000 square feet nor a width of less than 90 feet at the front building set-back line, except that if a satisfactory water system is installed, residential structures may be erected on plots having an area of not less than 5000 square feet and a width of not less than 50 feet.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

G. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character to used as as a residence.

H. No dwelling costing less than \$2500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than 625 square feet in the case of a one-story structure nor less than 525 square feet in the case of a one and one half, two, or two and one half story structure.

I. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

J. All dwellings shall be connected prior to occupancy with a septic tank of material, size and design approved by the State Department of Health and install under supervision of the State Department of Health.

K. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

L. If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenant and either to prevent him or them from so doing to recover damages or other dues for such violation.

M.. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 8th day of August, A.D., 1940.

WITNESSES:

James D'Arcy
James D'Arcy

Clarence E. Morton
Clarence E Morton

RECORDED

OFFICE OF
REGISTER OF DEEDS

AUG 9 11 19 AM '40

GENESEE COUNTY
FLINT, MICHIGAN

Dick W. Richards
Dick W. Richards

Cora J. Richards
Cora J. Richards

STATE OF MICHIGAN)
COUNTY OF GENESEE) SS

On this 8th day of August, A.D., 1940, personally appeared before me, Dick W. Richards and Cora J. Richards, his wife, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged that they had executed the same as their free act and deed.

State Of Michigan, Genesee County.
Register's Office: Received for record
9th day of Aug. A.D. 1940
at 11:19 O'Clock A.M. and recorded in
Deed Liber 739 on page 53-54
Earl M. Smith REGISTER OF DEEDS
1.50 Call

Clarence E. Morton

Clarence E. Morton
Notary Public, Genesee County, Mich.

My Commission Expires Sept. 19, 1944
My Commission Expires Sept. 19, 1941

11699

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)



INVOICE

Invoice Date: **March 12, 2014**

Additional Info: **Owners Side Only**

File Number: **25-14357468-SGP**

Property Address: **1349 S. Belsay Rd., Burton**

Seller: **Paramount Land Holdings, LLC, a South Carolina limited liability company**

Buyer: **INFORMATIONAL**

To:

City of Burton, MI Department of Public Works
4092 Manor Dr.
Burton, MI 48519

From:

Greco Title Agency, LLC
118 Cass Avenue
Mt. Clemens, MI 48043
(586) 463-7200

Description	Amount
Search - Title Information Rep / 2300 - MI - Basic	\$250.00

Total Premium: \$250.00

Owners Amount

\$1,000.00

Please Remit To:

GRECO TITLE AGENCY, LLC

118 Cass Avenue

Mt. Clemens, MI 48043

Ph:(586) 463-7200 Fax:(586) 469-2492

Thankyou!

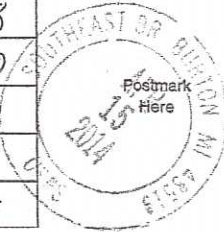
Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 48
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48



Sent To **Paramount Land Holdings, LLC**
 Street, Apt. No., or PO Box No. **P.O. Box 264**
 City, State, ZIP+4 **Gilbert, SC 29054**

PS Form 3800, August 2006

U.S. Postal Service™
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.48



Sent To **Billy Botos**
 Street, Apt. No., or PO Box No. **942 Victoria**
 City, State, ZIP+4 **Flint, MI 48507**

PS Form 3800, August 2006

See Reverse for Instructions

2. Article Number
 (Transfer from service label)
 PS Form 3811, July 2013

70J3 3020 0001 4129 0009

Domestic Return Receipt

Billy Botos
942 Victoria
Flint, MI 48507

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
- ☐ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 - ☐ Print your name and address on the reverse so that we can return the card to you.
 - ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ *[Signature]* ☐ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery ☐ *7/16*
- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail® ☐ Priority Mail Express™
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)

**NOTICE TO PROPERTY OWNER / TAXPAYER OR OCCUPANT
PUBLIC HEARING
TO ABATE A NUISANCE OR HAZARDOUS CONDITION**

NOTICE IS HEREBY GIVEN:

1. That the City Council of the City of Burton, Genesee County, Michigan, has received a report of an investigation from the Building Division of the Department of Public Works on 7th day of April, 2014, relative to the premises owned or occupied by you located at: 1349 S. Belsay, City of Burton, Genesee County, Michigan, legally described as:

LOT 857 Lapeer Heights

2. That because of age or dilapidation, the accumulation of refuse or debris, or other condition or happening has become a nuisance or hazard dangerous to the public health, safety or welfare of the inhabitants of the City or of those residing on the premises or habitually going near such premises. The conditions causing the public hazard or nuisance are specifically as follows:

See Building Report on file with Building Dept. - 4093 Manor Drive; Burton, MI 48519, between the hours of 8:00 a.m. - 4:00 p.m.; Monday through Friday.

3. That the City Council will meet in City Hall at 5:15 p.m. on Monday, May 5, 2014, a Special City Council meeting, to hear and consider any objection or favorable comments by you or any interested party with respect to the nuisance or hazardous condition relative to an order to alter, repair, tear down, abate, or removal of said premises.
4. The City Council may order the work required to correct such nuisance or hazardous condition to be done by the City of Burton itself or by contract or hire. All costs incurred for the work, title search, or appraisal thereof will be assessed against the real property.

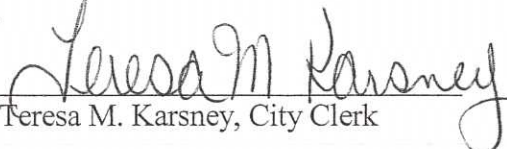
Owner/Taxpayer of Record – Title Search:

Name: Paramount Land Holdings, LLC

Address: PO Box 264

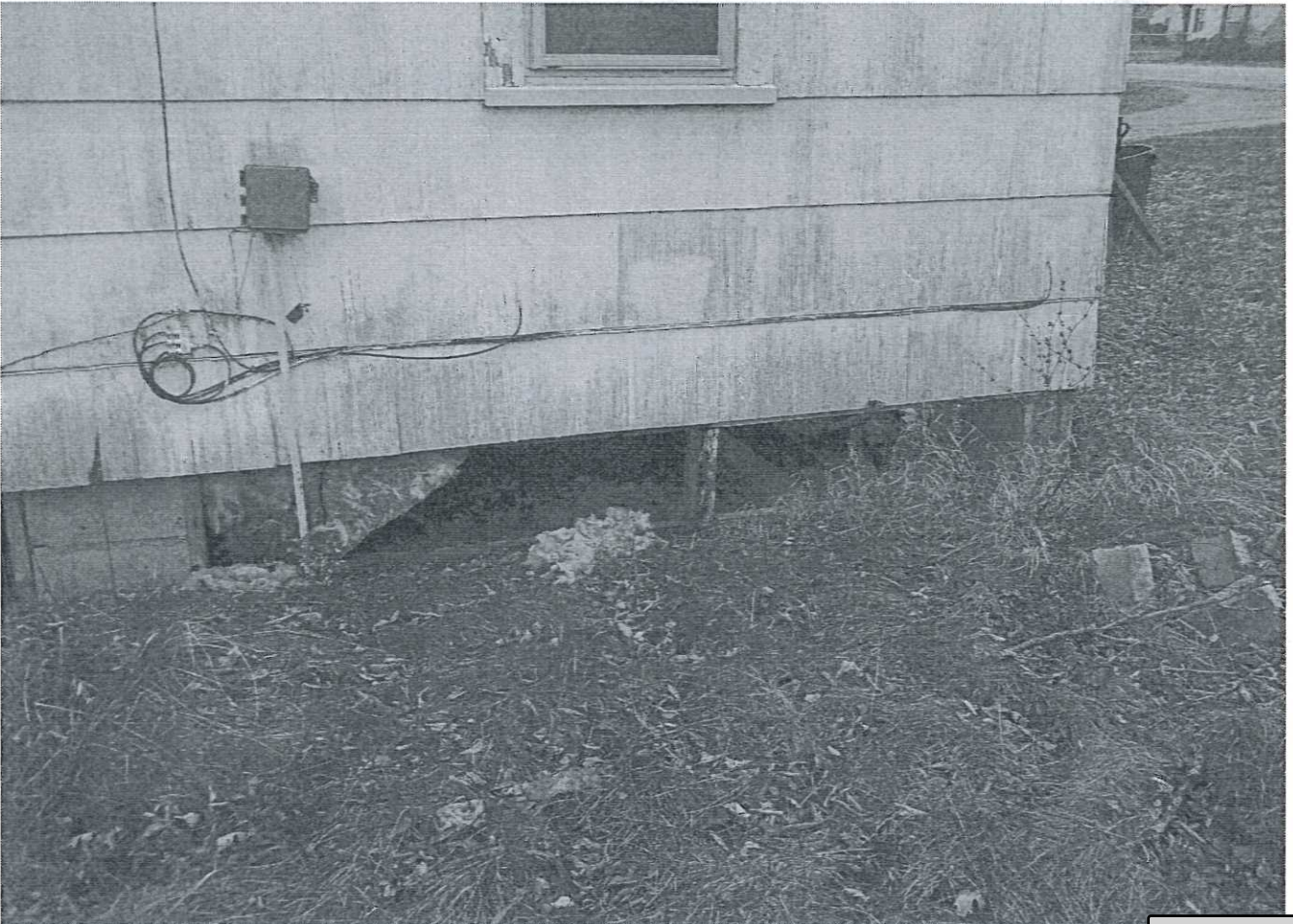
City/State/Zip: Gilbert, SC 29054-0264

Dated: April 14, 2014


Teresa M. Karsney, City Clerk

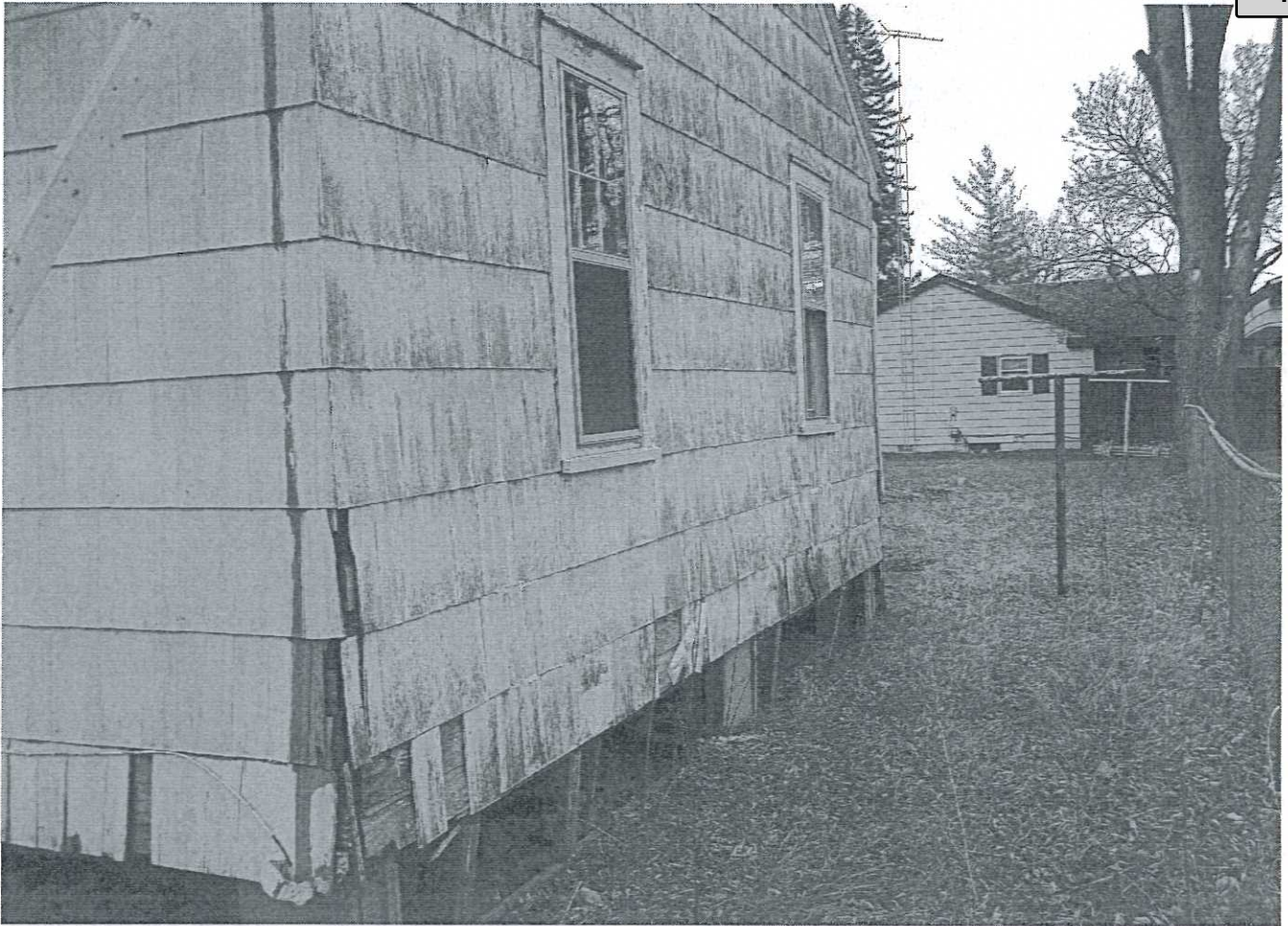
City Seal

Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)



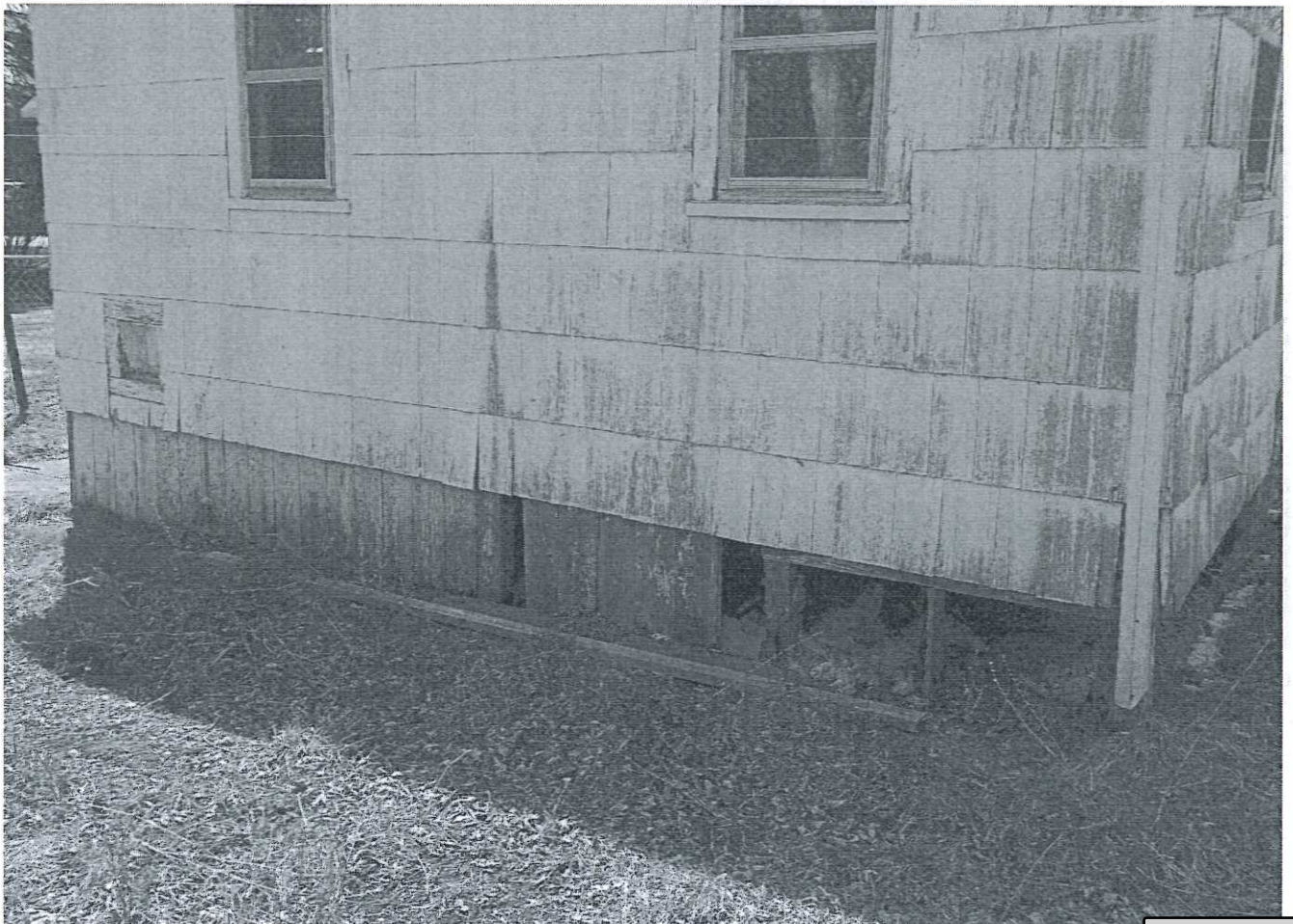


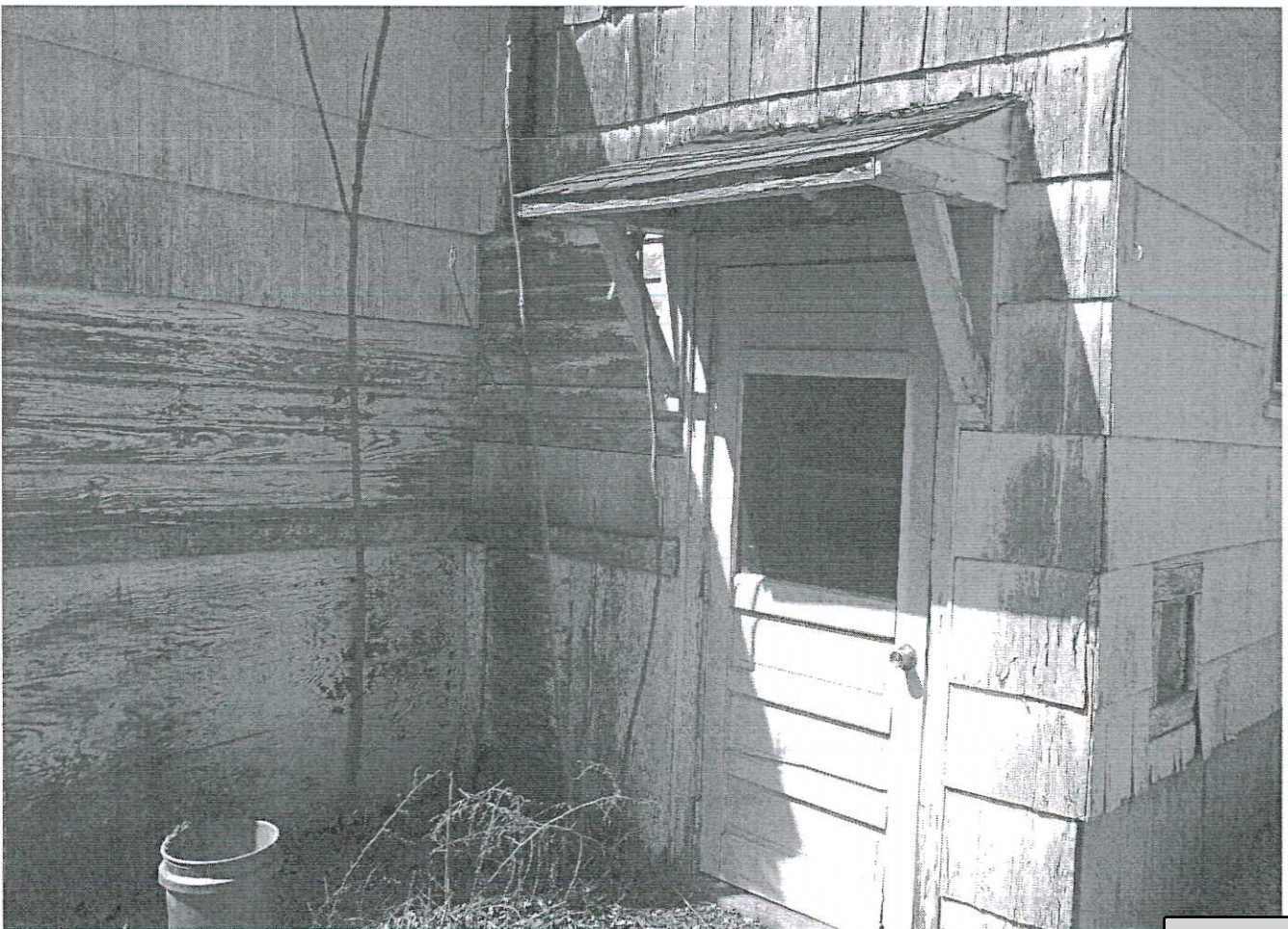
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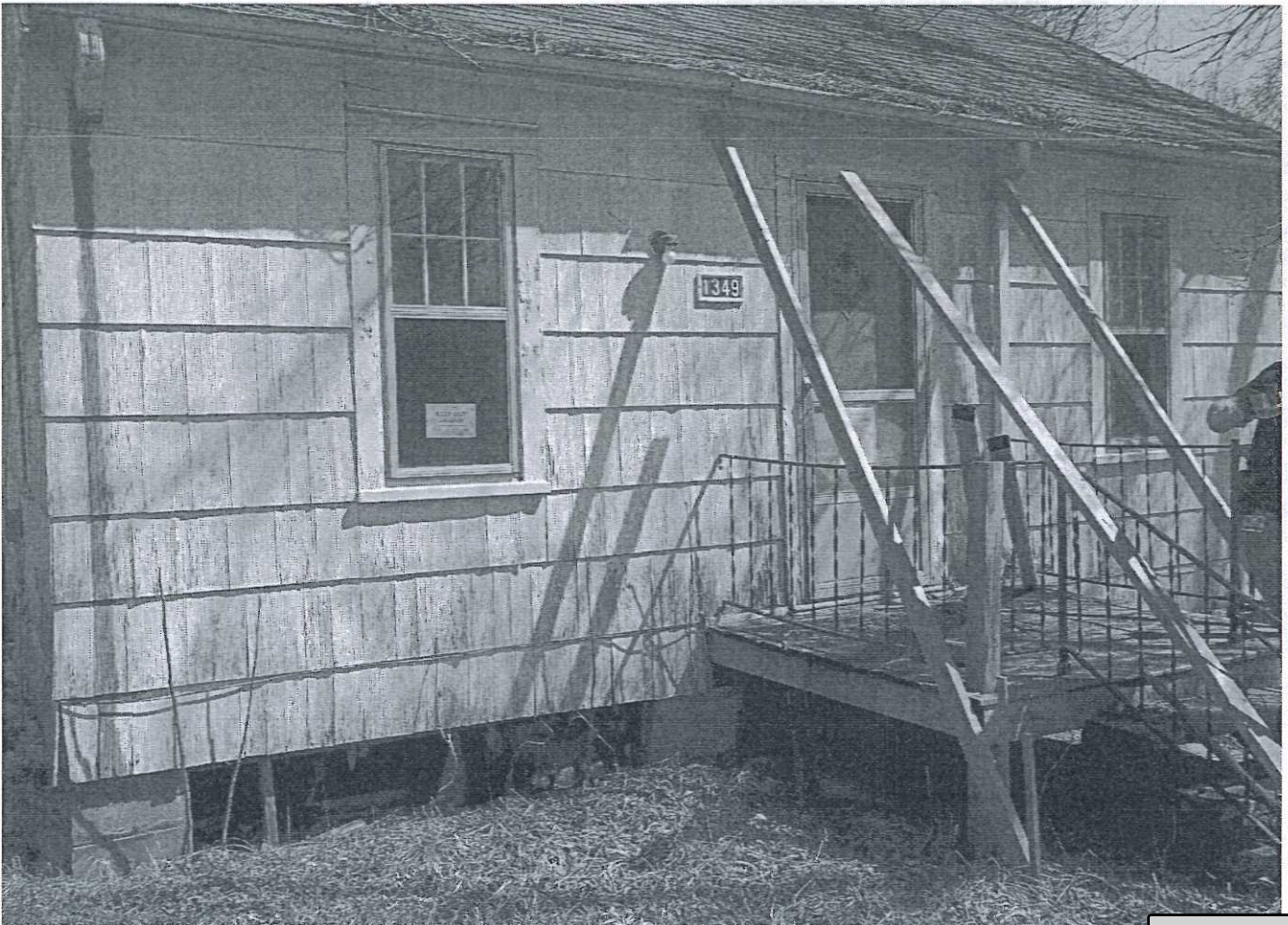
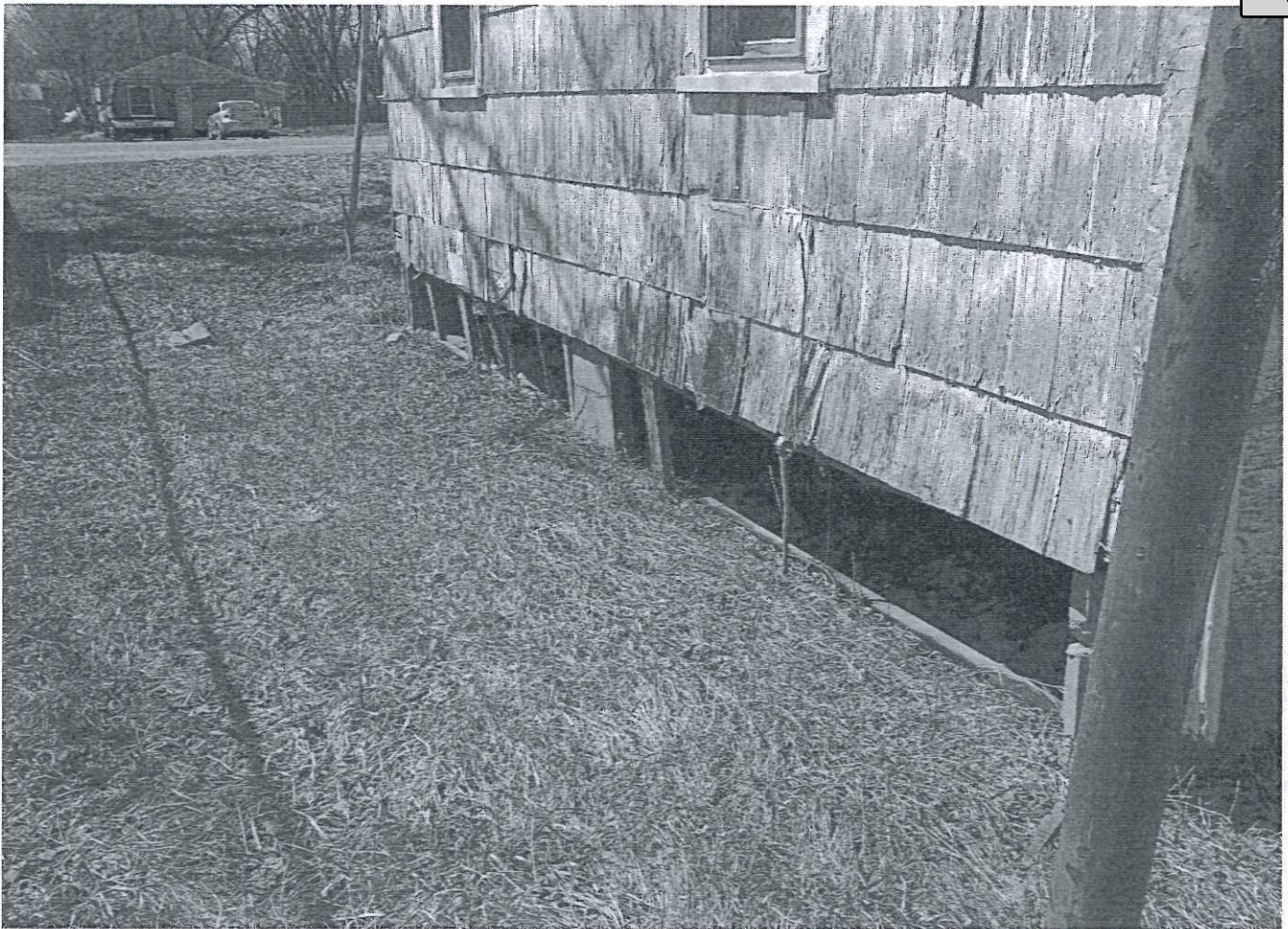


Attachment: 1349 (1019 : Demo 1349 S. Belsay Rd.)









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